

ROBERT R. TYSON, ESQ.
rtyson@bsk.com
P: 315.218.8221

March 9, 2018

VIA UPS OVERNIGHT

Bradford Burns, Esq.
NYS Department of Environmental Conservation
625 Broadway
Albany, NY 12233-1500

Re: *Environmental Easement*
ESCO Corporation – 520 Campbell Avenue, Troy Site
Site No.: V00578

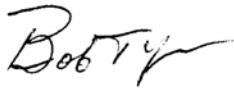
Dear Mr. Burns:

Enclosed please find a copy of the referenced Environmental Easement which was recorded in the Office of the Rensselaer County Clerk on March 1, 2018, as well as a copy of the Municipal Notice to the City of Troy which was sent via certified mail on March 5, 2018. A copy of the certified mail return receipt is also enclosed. I trust this will facilitate preparation of the Certificate of Completion.

Thank you for your time and consideration and please call if you have any questions.

Sincerely,

BOND, SCHOENECK & KING, PLLC



Robert R. Tyson

RRT/ajh
Enclosures

cc: Michael Murphy, Esq.
Travis Quarles (ESCO Corporation)



RENSSELAER COUNTY - STATE OF NEW YORK
 FRANK MEROLA COUNTY CLERK
 105 THIRD STREET, TROY, NEW YORK 12180

COUNTY CLERK'S RECORDING PAGE
 THIS PAGE IS PART OF THE DOCUMENT - DO NOT DETACH



BOOK/PAGE: 8450 / 244
 INSTRUMENT #: 2018-530098

Receipt#: 1117806
 Clerk: RK
 Rec Date: 03/01/2018 11:53:33 AM
 Doc Grp: RP
 Descrip: EASEMENT
 Num Pgs: 10
 Rec'd Frm: SNEERINGER PROVOST & REDGRAVE

Party1: ESCO CORP
 Party2: PEOPLE OF THE STATE OF NEW YORK
 Town: TROY

Recording:
 Cover Page 5.00
 Recording Fee 65.00
 Cultural Ed 14.25
 Records Management - Coun 1.00
 Records Management - Stat 4.75
 TP584 5.00

Sub Total: 95.00

Transfer Tax
 Transfer Tax - State 0.00

Sub Total: 0.00

Total: 95.00

**** NOTICE: THIS IS NOT A BILL ****

***** Transfer Tax *****
 Transfer Tax #: 2899
 Transfer Tax
 Consideration: 0.00

Total: 0.00

Record and Return To:

SNEERINGER PROVOST & REDGRAVE
 50 CHAPEL STREET
 ALBANY NY 12207

WARNING***

I hereby certify that the within and foregoing was recorded in the Rensselaer County Clerk's Office, State of New York. This sheet constitutes the Clerks endorsement required by Section 316 of the Real Property Law of the State of New York.

Frank Merola
 Rensselaer County Clerk

**ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW**

*10
7/24*

THIS INDENTURE made this 21st day of February, 2018 between Owner(s) ESCO Corporation, having an office at 2141 NW 25th Avenue, Portland, Oregon 97210, County of Multnomah, State of Oregon (the "Grantor"), and The People of the State of New York (the "Grantee"), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

WHEREAS, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

WHEREAS, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

WHEREAS, Grantor, is the owner of real property located at the address of 520 Campbell Avenue in the City of Troy, County of Rensselaer and State of New York, known and designated on the tax map of the County Clerk of Rensselaer as tax map parcel numbers: Section 112 Block 4 Lot 25, being the same as that property conveyed to Grantor by deed dated October 23, 2012 and recorded in the Rensselaer County Clerk's Office in Instrument No. 2012-00420835. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 1.109 +/- acres, and is hereinafter more fully described in the Land Title Survey dated January 30, 2018 prepared by Nathan M. Burrows, LLS of NMB Land Surveying PLLC, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

WHEREAS, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is

extinguished pursuant to ECL Article 71, Title 36; and

NOW THEREFORE, in consideration of the mutual covenants contained herein and the terms and conditions of Voluntary Cleanup Agreement Index Number: V00578-4, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement").

1. **Purposes.** Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. **Institutional and Engineering Controls.** The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial as described in 6 NYCRR Part 375-1.8(g)(2)(iv)

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the Rensselaer County Department of Health to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential or Restricted Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i) and (ii), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section
Division of Environmental Remediation
NYSDEC
625 Broadway
Albany, New York 12233
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation pursuant to Title 36 of Article 71 of the Environmental Conservation

Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:

(i) are in-place;

(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against

recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.


10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

11. Consistency with the SMP. To the extent there is any conflict or inconsistency between the terms of this Environmental Easement and the SMP, regarding matters specifically addressed by the SMP, the terms of the SMP will control.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

ESCO Corporation:

By: 

Print Name: Kevin Thomas

Title: SVP, GC & Sec'y Date: 2/12/18

Grantor's Acknowledgment

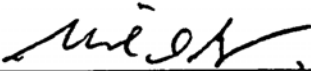
STATE OF Oregon)
) ss:
COUNTY OF Multnomah)

On the 12th day of February, in the year 2018, before me, the undersigned, personally appeared Kevin S. Thomas personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Mary Denise Roberts
Notary Public - State of Oregon



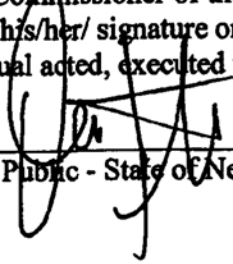
THIS ENVIRONMENTAL EASEMENT IS HEREBY ACCEPTED BY THE PEOPLE OF THE STATE OF NEW YORK, Acting By and Through the Department of Environmental Conservation as Designee of the Commissioner,

By: 
Michael J. Ryan, Assistant Director
Division of Environmental Remediation

Grantee's Acknowledgment

STATE OF NEW YORK)
) ss:
COUNTY OF ALBANY)

On the 21st day of February, in the year 2018 before me, the undersigned, personally appeared Michael J. Ryan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/ executed the same in his/her/ capacity as Designee of the Commissioner of the State of New York Department of Environmental Conservation, and that by his/her/ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


Notary Public - State of New York

David J. Chiusano
Notary Public, State of New York
No. 01CH5032146
Qualified in Schenectady County
Commission Expires August 22, 2019

SCHEDULE "A" PROPERTY DESCRIPTION

ALL THAT PIECE OR PARCEL OF LAND situate in the City of Troy, County of Rensselaer, State of New York, BEGINNING AT A POINT in the South line of Campbell's Highway said point being in the Northeast corner of the new Weber Lot resulting from a sub division of his original lot which was shown on a map prepared by James F. Hoffman, PE, LS, CE of HOFFMAN ENGINEERS AND SURVEYORS dated November 23, 1965 said point being further North 80 degrees 00 minutes East (N. 80° 00' E.) along the said South line of Campbell's Highway one hundred seventy five feet (175.00') from a concrete monument set in the division line between the Lands of the Airport Inn and the original Charles Weber parcel; thence according to the magnetic meridian and along the said South line of Campbell's Highway North 80 degrees 00 minutes East (N. 80° 00' E.) one hundred forty point twenty feet (140.20') to a point; thence South 17 degrees 12 minutes West (S. 17° 12' W.) four hundred feet (400.00') to a point in the North line of the lands of the Troy Airport; thence along this same North line North 71 degrees 54 minutes West (N. 71° 54' W.) one hundred thirty nine point eighty feet (139.80') to a point in the Southeast corner of the new aforementioned Weber lot; thence along the East line of the Weber lot which is the West line of the lot herein described North 19 degrees 46 minutes East (N. 19° 46' E.) three hundred thirty-four point zero eight feet (334.08') to a point in the South line of Campbell's Highway, said point being the point of beginning.

Containing approximately 1.109 acres more or less.

March 5, 2018

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Hon. Patrick Madden
Mayor
City of Troy
433 River Street
Troy, NY 12180

Certified Article Number

9414 7266 9904 2088 5225 16

SENDERS RECORD

Re: *Notice of Environmental Easement*

Dear Mayor Madden:

Enclosed please find a copy of an Environmental Easement granted to the New York State Department of Environmental Conservation ("Department" or "NYSDEC") on February 21, 2018, by ESCO Corporation for real property located at 520 Campbell Avenue in the City of Troy, New York (the "Property"). The Property is 1.109 acres in size and comprises a parcel identified as City of Troy Tax Map Parcel 112-4-25. The Property is identified by NYSDEC as Site No. V00578. The Property conveyed through the Environmental Easement is depicted in the enclosed survey by NMB Land Surveying, PLLC, dated January 30, 2018, and titled Environmental Easement Over Lands Owned by ESCO Corporation, Site No. V00578, 520 Campbell Ave, City of Troy, County of Rensselaer, State of New York.

ESCO Corporation is the party responsible for remediating the Property. This Environmental Easement restricts future use of the Property to commercial or industrial uses. Any on-site activity must be performed in accordance with the Environmental Easement and the Site Management Plan, which is incorporated into the Environmental Easement. NYSDEC approval is also required prior to any groundwater use.

This notice is provided to the City of Troy in accordance with Article 71, Section 71-3607, of the New York State Environmental Conservation Law, which requires that:

1. Whenever the department is granted an environmental easement, it shall provide each affected local government with a copy of such easement and shall also provide a copy of any documents modifying or terminating such environmental easement.

Hon. Patrick Madden
March 5, 2018
Page 2

2. Whenever an affected local government receives an application for a building permit or any other application affecting land use or development of land that is subject to an environmental easement and that may relate to or impact such easement, the affected local government shall notify the department and refer such application to the department. The department shall evaluate whether the application is consistent with the environmental easement and shall notify the affected local government of its determination in a timely fashion, considering the time frame for the local government's review of the application. The affected local government shall not approve the application until it receives approval from the department.

An electronic version of every environmental easement that has been accepted by the Department is available to the public online at <http://www.dec.ny.gov/chemical/36045.html>. Please forward this notice to your building and/or planning departments, as applicable, to ensure your compliance with these provisions of Environmental Conservation Law. If you have any questions or comments regarding this matter, please do not hesitate to contact me.


Sincerely,

BOND, SCHOENECK & KING, PLLC



Robert R. Tyson


Enclosures

2. Article Number		COMPLETE THIS SECTION ON DELIVERY	
 9414 7266 9904 2088 5225 16		A. Recipient's City (Please Print Clearly) M.E. LUCE	B. Date of Delivery
		C. Signature <i>M.E. Luce</i>	
3. Service Type CERTIFIED MAIL®		<input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
1. Article Addressed to:		Reference Information	
Hon. Patrick Madden Mayor City of Troy 433 River St Troy, NY 12180		354448 RRT	
PS Form 3811, January 2005		Domestic Return Receipt	

UNITED STATES POSTAL SERVICE®

First-Class Mail®
Postage & Fees Paid
USPS®
Permit No. G-10

● PRINT YOUR NAME, ADDRESS AND ZIP CODE BELOW ●


BOND SCHOENECK & KING PLLC
ONE LINCOLN CENTER
SYRACUSE NY 13202-1355

RECEIVED
MAR 8 9 2018
BOND, SCHOENECK & KING, PLLC